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9 TMLF File No. 134376

10 Attorneys for Movant, SETERUS, INC. AS THE AUTHORIZED SUBSERVICER FOR FEDERAL
11 NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), its successors and/or assigns, its
12 successors and/or assigns

13 UNITED STATES BANKRUPTCY COURT
14 CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

15 In re:

16 JOSE ANGEL MATA,
17 aka Jose A Mata aka Jose Mata,

18 Debtors.

Case No. 2:17-bk-11923-WB

Chapter 13

STIPULATION FOR ADEQUATE
PROTECTION

Date: October 31, 2017

Time: 10:00 a.m.

Ctrm: 1375

Place: U.S. Bankruptcy Court
255 East Temple Street
Los Angeles, CA 90012

Subject Property Address:
14722 Seaforth Ave
Norwalk, California 90650-6033

25 IT IS HEREBY STIPULATED by and between SETERUS, INC. AS THE AUTHORIZED
26 SUBSERVICER FOR FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"),
27 its successors and assigns ("Movant"), and Debtor JOSE ANGEL MATA aka Jose A Mata aka Jose
28 Mata ("Debtor"), by and through their respective attorneys of record, as follows:

The stay remains in effect subject to the following terms and conditions:

1. ☐ The Debtor tendered payments at the hearing in the amount of \$_____.
2. ☒ The Debtor must make regular monthly payments in the amount of \$1,490.78 commencing November 1, 2017. The amount of these payments may be subject to change under the terms of the parties' original agreements. All payments due Movant under this Adequate Protection Agreement must be paid to Movant at the following address:

Seterus, Inc.
PO Box 1047
Hartford, CT 06143
3. ☒ The Debtor must cure the post-petition default computed through October 18, 2017 in the sum of \$7,378.72 as follows:
 - a. ☒ In equal monthly installments of \$ 1,229.79 each commencing November 15, 2017 and continuing thereafter through and including April 15, 2018.
 - b. ☐ By paying the sum of \$ _____ on or before (date) _____,
 - c. ☐ By paying the sum of \$ _____ on or before (date) _____,
 - d. ☐ By paying the sum of \$ _____ on or before (date) _____,
 - e. ☐ Other (specify): _____
4. ☒ The Debtor must maintain insurance coverage on the Property and must remain current on all taxes that fall due post-petition with regard to the Property to the extent these items are not paid by Movant through a pre-arranged escrow account.
5. ☐ The Debtor must file a disclosure statement and plan on or before (date) _____
The disclosure statement must be approved on or before (date) _____
The plan must be confirmed on or before (date) _____
6. ☒ Upon any default in the terms and conditions set forth in paragraphs 1 through 5 of this Adequate Protection Agreement, Movant must serve written notice of default to the Debtor and the Debtor's attorney, if any. If the Debtor fails to cure the default within 14 days after service of such written notice:
 - a. ☐ The stay automatically terminates without further notice, hearing or order.
 - b. ☒ Movant may file and serve a declaration under penalty of perjury specifying the default, together with a proposed order terminating the stay, which the court may grant without further notice or hearing.
 - c. ☐ The Movant may move for relief from the stay upon shortened notice in accordance with LBRs.
 - d. ☐ The Movant may move for relief from the stay on regular notice.
7. ☒ Notwithstanding anything contained in this Adequate Protection Agreement to the contrary, the Debtor shall be entitled to a maximum of (number) 2 notices of default and opportunities to cure pursuant to the preceding paragraph. Once the Debtor has defaulted this number of times on the obligations imposed by this order and has been served with this number of notices of default, Movant is relieved of any obligation to serve additional notices of default or to provide additional opportunities to cure. If an event of default occurs thereafter, Movant will be entitled, without first serving a notice of default or providing the Debtor with an opportunity to cure, to file and serve a declaration under penalty of perjury setting forth in detail the Debtor's failures to perform under this Adequate Protection Agreement, together with a proposed order terminating the stay, which the court may enter without further notice or hearing.

- 1 8. ☒ This Adequate Protection Agreement is binding only during the pendency of this bankruptcy case. If,
2 at any time, the stay is terminated with respect to the Property by court order or by operation of law,
3 this Adequate Protection Agreement ceases to be binding and Movant may proceed to enforce its
4 remedies under applicable nonbankruptcy law against the Property and/or against the Debtor.
- 5 9. ☒ If Movant obtains relief from stay based on the Debtor's defaults under this Adequate Protection
6 Agreement, the order granting such relief will contain a waiver of the 14-day stay as provided in
7 FRBP 4001(a)(3).
- 8 10. ☒ Movant may accept any and all payments made pursuant to this order without prejudice to or waiver
9 of any rights or remedies to which Movant would otherwise have been entitled under applicable
10 nonbankruptcy law.
- 11 11. ☒ Other (*specify*):
12 In the event that Debtor defaults under this Stipulation and Movant serves a notice of default on
13 Debtor and Debtor's attorney, Debtor shall additionally be required to pay an additional \$50.00 for
14 any notice of default which has been served. Failure to remit the additional \$50.00 concurrently with
15 the payment to cure the default specified in the notice shall constitute an additional and separate
16 instance of default.

17 IT IS SO STIPULATED

18 DATED: October 23, 2017

THE MORTGAGE LAW FIRM, PLC

19 BY: /s/ Renee M. Parker
20 Renee M. Parker, Esq.
21 Attorneys for Movant

22 DATED: October 23, 2017

LAW OFFICES OF LUIS G TORRES

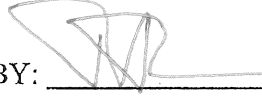
23 BY: /s/ Luis G. Torres
24 Luis G. Torres, Esq.
25 Attorneys for Debtor

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15 the payment to cure the default specified in the notice shall constitute an additional and separate
16 instance of default.

17 IT IS SO STIPULATED


18 DATED: Oct 23, 2017

THE MORTGAGE LAW FIRM, PLC

19 BY: 
20 Renee M. Parker, Esq.
21 Attorneys for Movant

22 DATED: 10/23/2017

LAW OFFICES OF LUIS G TORRES

23 BY: 
24 Luis G. Torres
25 Attorneys for Debtor